

APPENDIX F: MEMORANDUM OF UNDERSTANDING REGARDING PRAIRIE DOGS

MEMORANDUM OF UNDERSTANDING

AMONG

STATE FISH AND WILDLIFE AGENCIES WITHIN BLACK-TAILED PRAIRIE DOG RANGE

Conservation and Management of Black-tailed prairie dog in North America

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to provide guidance for conservation and management of the black-tailed prairie dog (*Cynomys ludovicianus*) and the short to mid-grass habitats upon which the species depends. Black-tailed prairie dogs are an obligate short to mid-grass species that require large tracts of grasslands for their survival and viability. Black-tailed prairie dogs historically occurred in at least 11 states, one Canadian province, and two Mexican states. However, this species has been extirpated from Arizona. The current black-tailed prairie dog distribution has been reduced throughout the species' historic range. Habitat loss and fragmentation, inadequate protection from regulatory mechanisms, plague outbreaks, and control in the form of poisoning, have all been identified as factors in the reduction of the species' occupied range. The long-term trend for black-tailed prairie dog abundance rangewide is downward. The affected State Fish and Wildlife Agencies agree that cooperative efforts are necessary to collect and analyze data on black-tailed prairie dogs and their habitats so that comprehensive state plans may be formulated and implemented to maintain the broadest distribution and greatest abundance possible within the fiscal realities of the state agencies and cooperating partners.

II. Objectives

All affected State Fish and Wildlife agencies agree that black-tailed prairie dogs are an important natural component of the short to mid-grass ecosystem. As such, black-tailed prairie dogs serve as an indicator of the overall health of this important habitat type. Furthermore, the presence and abundance of black-tailed prairie dogs reflects humankind's commitment to maintaining all natural components of the short to mid-grass ecosystem so that all uses of this habitat type are sustainable over time.

The primary purpose of this MOU is to implement the Conservation Assessment and Strategy (Appendix) for the black-tailed prairie dog, thus establishing an open process by which to identify and carry out such actions that will conserve the species through participation of public and private partners. Specific conservation objectives are:

1. Maintain and increase where possible the present distribution of the black-tailed prairie dogs.

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2. Maintain and increase where possible the present abundance of the black-tailed prairie dogs.
3. Develop strategies using cooperative partnerships to maintain and enhance suitable and occupied black-tailed prairie dog habitats.
4. Conduct management experiments of a sufficient scale to demonstrate that population management can stabilize and enhance black-tailed prairie dog distribution and abundance.
5. Collect and analyze population and habitat data throughout the range of the black-tailed prairie dog for use in preparation of state management plans.
6. Develop partnerships with communities, industry, interested entities, and private landowners to accomplish conservation objectives.

III. Actions

It is the intent of the members of the affected State Fish and Wildlife Agencies to sustain and enhance the distribution and abundance of black-tailed prairie dogs through responsible collective management programs. These programs will include:

1. Identification of the present distribution of black-tailed prairie dog in each member state.
2. Collection of black-tailed prairie dog population data following standardized protocols throughout the range of the species.
3. Continuation of development of State Management Plans based on the local working group concept.
4. Validation of habitat evaluation and population viability models.
5. Completion of genetic analyses across the range of the black-tailed prairie dog to more effectively define and manage individual populations.
- > 6. Development of cooperative partnerships with interested individuals, and private, state, tribal, and federal land managers.
7. Support and implement the revised black-tailed prairie dog population and habitat management guidelines developed through this conservation effort.
8. Further develop, implement, and amend as necessary, the objectives, strategies, and tasks in the Conservation Assessment and Strategy for black-tailed prairie dogs as information becomes available.
9. As needed for this conservation effort, and as available, provide personnel with facilities, equipment, logistical support to implement the conservation strategies.
10. Designate a member to the Black-tailed Prairie dog Conservation Team.
11. Participate regularly in conservation team and work group meetings to enhance communication and cooperation, and help develop annual and other work plans.
12. Develop and distribute educational material on this conservation effort.
13. Provide ongoing review of, and feedback on this conservation effort.
14. Cooperate in developing major media releases and media projects.
15. Keep local governments, communities, private citizens, and other interested and affected parties informed on the status of this conservation effort, including ways that might provide local economic benefits.
16. Assist in generating the funds necessary to fully implement this conservation effort.

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IV. Responsibilities

1. Each state will collect data as recommended by the Black-tailed Prairie Dog Conservation Team within the constraints of their budgetary process.
2. All State Fish and Wildlife agencies will work cooperatively to maintain and enhance black-tailed prairie dog populations and their habitats.
3. Any State Fish and Wildlife Agencies deciding to terminate their participation in this MOU will provide 60-days written notice to the other cooperators.
4. This MOU shall have a term of five years from the last date written below. At the end of this period, this MOU will expire unless it is canceled, extended, or renewed.

V. Approval

We, the undersigned designated officials, do hereby approve this Memorandum of Understanding and execute it as of the last date written below.

Approved Steve K. Truell (for) Date 11/3/99
Arizona Game and Fish Department Duane L. Shroufe, Director

Approved _____ Date _____
Colorado Division of Wildlife

Approved Steve Williams Date 10/28/99
Kansas Department of Wildlife and Parks Kansas execution subject to DA-146a (Attach A)

Approved Patricia Graham Date 10-24-99
Montana Department of Fish, Wildlife, and Parks

Approved Rep Amack (rel for) Date 14 Oct 99
Nebraska Game and Parks Commission

Approved Jay L. Lamm Date 2-1-2000
New Mexico Game and Fish Department Subject to Attach.B

Approved _____ Date _____
North Dakota Game and Fish Department

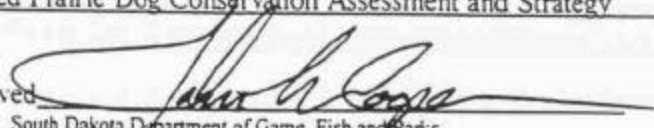
Approved Bryce D. Dwyer Date 10-17-99
Oklahoma Department of Wildlife Conservation

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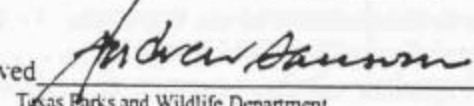
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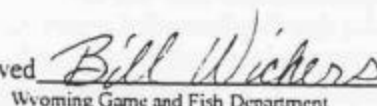
Approved


 South Dakota Department of Game, Fish and Parks
Date 10/26/99

Approved


 Texas Parks and Wildlife Department
Date 11/3/99

Approved


 Wyoming Game and Fish Department
Date 10/21/99

STATE OF ARIZONA
 SPECIAL CONDITIONS

1. All cooperators agree to comply with the Governor's Executive Order No. 75-5, entitled "Prohibition of Discrimination in State Contracts - Discrimination in Employment by Government Contractors and Subcontractors."
2. All cooperators hereby are put on notice that this MOA is subject to cancellation by the Governor of the State of Arizona, pursuant to Arizona Revised Statutes Section 38-511.
3. To the extent required pursuant to Arizona Revised Statutes Section 12-1518 and any successor statutes, the cooperators agree to use arbitration, after exhausting all applicable administrative remedies, to resolve any dispute arising out of this agreement, where not in conflict with Federal Law.
4. Pursuant to Arizona Revised Statutes Sections 35-214 and 35-215, and Section 41-1179.04 as amended, all books, accounts, reports, files, and other records relating to any contracts issued under the umbrella of the MOA shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the contract. Such records shall be reproduced as designated by the State of Arizona.

:bvp

State of Kansas
Department of Administration
DA-146a (Rev. 6-96)

Attachment A

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 6-96), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 19____.

1. TERMS HEREIN CONTROLLING PROVISIONS

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. DISCLAIMER OF LIABILITY

Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. ANTI-DISCRIMINATION CLAUSE

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. ACCEPTANCE OF CONTRACT

This contract shall not be considered accepted, approved or otherwise effective until the statutory required approvals and certifications have been given.

7. ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contract agrees to be bound by the provisions thereof.

9. RESPONSIBILITY FOR TAXES

The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. INSURANCE

The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

11. INFORMATION

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.